

**CITY OF LINCOLN
COUNTY OF LANCASTER**

Vince M. Mejer, CPPO, C.P.M.
Purchasing Agent

(402) 441-7410 Fax: (402) 441-6513

QUOTATION REQUEST

Quote Prices F.O.B. Destination
Lincoln, Nebraska

Date - 8/18/04
Order No. - 1547 OC
Date Due - 08/27/04

QUOTATIONS MUST BE RECEIVED IN
THE PURCHASING DIVISION OFFICE BY
THE DUE DATE SPECIFIED ABOVE

PLEASE MAKE NECESSARY VENDOR
INFORMATION CORRECTIONS ON THIS FORM:

VENDOR INFORMATION

Return Quotation Request To:

Purchasing Division
K-Street Complex
440 S 8th St Ste 200
Lincoln NE 68508

Item Number / Description	Quantity	UM	Unit Price	Total Price
96246000000 Installation Services	1	EA		

One (1) job as per attached specifications
and plans for installing a flashing beacon
at S. 68th Street & Roca Road intersection.

It is anticipated the flashing beacon be
installed between October 1, 2004 and
October 22, 2004.

***** No Bond Required*****

Certificate of insurance naming Lancaster
County as additional insured for the project
shall be provided by the successful bidder
within 14 calendar days of notification of award.

Contact: Jim Plouzek, Road Construction Engineer
402-441-8692 with any questions.

**Contact Purchasing at 402/441-7410 for a
complete set of plans and specifications for
this quotation request.**

VENDOR MUST COMPLETE THE FOLLOWING

The undersigned represents and warrants that he/she has full and complete authority to submit this quotation and to enter into a contract upon acceptance by the City/County. The undersigned agrees to comply with all conditions above and on reverse side of this document.

COMPANY NAME _____
ADDRESS _____
TELEPHONE _____
EMPLOYER FEDERAL ID NO. OR
SOCIAL SECURITY NUMBER _____

BY (PRINT NAME) _____
SIGNATURE _____
TITLE _____
DATE _____
DELIVERY SCHEDULE _____
DAYS ARO

**PURCHASING DIVISION
CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA
INSTRUCTIONS TO BIDDERS**

1. **BIDDING PROCEDURE** - A bid by a corporation must be signed in the name of such organization by a duly authorized official thereof. Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization. Most departments of the City of Lincoln and Lancaster County agencies are exempt from federal excise taxes and state and local sales and use taxes. Kindly bid without taxes. The City/County will be responsible for paying any taxes which may be due.
2. **FAIR EMPLOYMENT PRACTICES** - Each bidder agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, color, religion, ancestry, national origin, disability, sex or marital status, and that he will take affirmative action to assure that applicants are employed and that employees are treated during employment without regard to age, race, color religion, ancestry, national origin, disability, sex or marital status.
3. **DATA PRIVACY** - Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents and patent rights. The bidder agrees to hold the City/County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.
4. **INDEPENDENT PRICE DETERMINATION** - By signing and submitting this bid, the bidder certifies that: The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
5. **CLARIFICATION OF SPECIFICATION DOCUMENTS** - Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents. Interpretations, corrections and changes made to the specification documents will be made by written addenda. Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City/County; and bidders shall not rely upon such interpretations or changes. No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except: An addendum withdrawing or postponing the invitation to bid.
6. **BRAND NAMES** - If and wherever in the material specifications or proposal form brand names, make, manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow. It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the City/County that said item is equal to or better than the product specified. If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City/County's specifications.
7. **DEMONSTRATION/SAMPLES** - If requested, the bidders shall, at bidder's expense, demonstrate and/or furnish samples of the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City/County.
8. **DELIVERY** - Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. F.O.B. to the City/County at the location specified by the City/County, with all transportation charges paid.
9. **WARRANTIES, GUARANTEES AND MAINTENANCE** - A copy of the manufacturer's warranties and/or guarantees for the items being bid must accompany your proposal. A copy of your company's maintenance policies and costs must also accompany your proposal. Replacement parts of defective components shall be shipped to the City/County at no cost. If defective parts are required to be returned to the bidder, the shipping costs shall be borne by the bidder.
10. **ACCEPTANCE OF MATERIAL** - The finished materials must be new, the latest make or model, of the best quality, unless otherwise specified, and the highest grade workmanship. The material delivered under this proposal shall remain the property of the bidder until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted by the City/County. The material delivered must be fully in accord with specification documents. In the event the material and/or services supplied to the City/County is found to be defective or does not conform to specification documents, the City/County reserve the right to cancel the order upon written notice to the bidder and return materials to bidder at the bidder's expense. Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln or Lancaster County, Nebraska, as required by the contract documents or purchase orders. Selling dealer's advertising decals, stickers or other signs shall not be affixed to the equipment; vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forings, stampings, nameplates and logos are acceptable.
11. **BID EVALUATION AND AWARD** - The signed bid shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City/County of purchase orders, contract award notifications, or other contract documents appropriate to the work. No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid. In case of a discrepancy between the unit prices and their extensions, the unit price shall govern. The City/County reserve the right to accept or reject any or all bids, or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the specification documents.
12. **TERMS OF PAYMENT** - Unless other specification provisions state otherwise, payment in full will be made by the City/County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.
13. **LAWS** - The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

PROPOSAL FOR WORK
FOR
LANCASTER COUNTY, NEBRASKA
BUILD FLASHING BEACON AT S. 68TH STREET AND ROCA ROAD
in LANCASTER COUNTY, NEBRASKA

To Lancaster County, Nebraska:

Pursuant to the invitation to bid and the *Instructions to Bidders*, the undersigned bidder herewith submits his proposal for performing all the required work on the schedules hereto included.

The undersigned proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction, to do all work, and to furnish all materials and labor necessary to complete the work in accordance with the Plans, Specifications, and Special Provisions now on file in the office of the Lancaster County Engineer and to complete said work as provided in the *Special Provisions*.

The following schedule and prices are to be used as my total bid and to determine the unit prices for any work, more or less than, called for by the Plans, Specifications, and Special Provisions and for partial estimates:

<u>Item No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price/Unit</u>	<u>Item Cost</u>
1.	Build Flashing Beacon at S. 68 th Street & Roca Road	1	LumpSum	\$ _____	\$ _____
TOTAL BID				\$ _____	

DATED this _____ day of _____, 2004

Name of Contractor

By: _____
Name and Title

Address

City State Zip

SPECIFICATIONS

This project shall be subject to and performed in accordance with all applicable provisions of the 1997 English Edition of the *Standard Specifications for Highway Construction* and the *Supplemental Specifications* dated July 12, 2001, of the State of Nebraska, with the following revisions and amendments:

- | | | |
|--|---|--|
| Section 101, Article 101.15. | <u>Commission.</u> | Shall mean the Board of County Commissioners of Lancaster County, Nebraska. |
| Section 101, Article 101.28. | <u>Department.</u> | Shall mean the Lancaster County Engineering Department. |
| Section 101, Article 101.34. | <u>Engineer.</u> | Shall mean the Lancaster County Engineer. |
| Section 101, Article 101.57. | <u>Party of the First Part, the.</u> | Shall mean Lancaster County, Nebraska. |
| Section 101, Article 101.80. | <u>State.</u> | Shall mean Lancaster County, Nebraska. |
| Section 102, Article 102.11. | | Reference to the Department of Roads in the first sentence shall be amended to read "to the County Treasurer of Lancaster County, Nebraska". |
| Section 103, Article 103.02. | | The work "engineer" in the first sentence shall be amended to read "Board of County Commissioners of Lancaster County, Nebraska". |
| Section 103, Article 103.03.
103.04.
103.05. | | These articles are void and do not apply to this Contract.
(See <i>Instructions to Bidders</i> .) |

INSURANCE – All bidders shall take special note of the *Contractors Comprehensive General Liability* and *Workmen's Compensation and Employer Liability Insurance* requirements of the Contract documents. The Contractor will also be required to provide *Builder's Risk Insurance* if the project involves the construction of a building.

The successful bidder must provide a certificate of insurance in accordance with the Contract documents within fourteen (14) calendar days after acceptance of the bid.

SPECIAL PROVISIONS

DESCRIPTION OF WORK

To build a flashing beacon at the intersection of South 68th Street and Roca Road. The flashing beacon is to be suspended from an existing Norris Public Power pole in the northwest quadrant of the intersection and a 40/4 pole installed by the Contractor in the southeast quadrant of the intersection.

MATERIALS FOR FLASHING BEACON AT SOUTH 68TH STREET AND ROCA ROAD

The County will provide the following materials for the project:

- 1) 1 - 4-Way Bouncing Ball Beacon with 12" Lenses.
- 2) 1 - Signal Control Cabinet with Dual Circuit Flashers.
- 3) 1 - 40/4 Pole.

All County supplied material (except pole) is available at the County's Roca Maintenance Shop at 15500 South 43rd Street in Roca, Nebraska. Contact Jeff Manske at the Roca Maintenance Shop (402) 423-1586 to arrange for material pick-up.

The 40/4 pole is available at the Norris Public Power District Office on Saltillo Road west of Highway 77. Contact Randy Evans (402) 423-3855 at least 24 hours in advance to arrange for pick-up.

The Contractor is to furnish all other materials to complete the flashing beacon in accordance with the Plans and Specifications.

ELECTRIC SERVICE

Electric service for the flashing beacon is to come from the 50' pole in the northwest quadrant of the intersection. The pole has a transformer from which the electric service will be tapped into.

The Contractor will need to install the control cabinet on the pole approximately 5' above the ground. For service connection, contact Randy Evans or Rick Volmer, Norris Public Power District at (402) 423-3855 and allow for a 48-hour notification lead time.

TRAFFIC CONTROL

The Contractor is to provide for traffic control (signing, flagging, etc.) at the work site in accordance with the latest edition of the *Manual On Uniform Traffic Control Devices*. The Contractor shall erect "Men Working" warning signs for all directions of traffic approaching the work site. Other signing and flagging will be required if a temporary lane closure is needed to perform the work.

UTILITY LOCATION

Prior to beginning work, the Contractor is to provide for the location of all utilities in the work area. If utility conflicts are found, the Contractor is to notify the County promptly.

COMPLETION OF PROJECT

The installation of the flashing beacon is to be coordinated with the rebuilding of South 68th Street and Roca intersection. It is anticipated the flashing beacon can be installed between October 1, 2004, and October 22, 2004. The flashing beacon shall be installed prior to reopening the South 68th Street and Roca Road intersection to traffic.

INSURANCE CLAUSE TO BE USED FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless LANCASTER COUNTY, Nebraska, from and against all losses, claims, damages, and expenses including attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless LANCASTER COUNTY for any losses, claims, damages, and expenses arising out of or resulting from the negligence of LANCASTER COUNTY, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this section, and such insurance has been approved by the County Attorney for Lancaster County; nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Workmen's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory *Workmen's Compensation + Insurance* with an insurance company authorized to write such insurance in this state covering all his employees; and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory *Workmen's Compensation Insurance* for the latter's employees. The Contractor shall take out and maintain during the life of this contract *Employer's Liability Insurance* with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. Public Liability Insurance

1. The Contractor shall maintain during the life of this contract, *Public Liability Insurance* naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

a. Bodily Injury & Property Damage Limits	\$1,000,000 Each Occurrence \$2,000,000 Each Occurrence
b. Personal Injury Damage	\$1,000,000 Each Occurrence
c. Contractual Liability	\$1,000,000 Each Occurrence
d. Products Liability and Completed Operations	\$1,000,000 Each Occurrence

2. The *Public Liability Insurance* required by the preceding paragraph shall include the following extensions of coverage:

a. The coverage shall be provided under a Commercial General Liability form or similar thereto.

b. X.C.U. Coverage - If the contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include *Standard Blasting or Explosion Coverage*, *Standard Collapse Coverage*, and *Standard Underground Coverages* commonly referred to as *XCU Property Damage Liability*.

c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.

d. Contractual Liability coverage shall be included.

e. Products Liability and/or Completed Operations coverage shall be included.

f. Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such *Automobile Liability Insurance* as shall protect him against claims for damages resulting from bodily injury including wrongful death and property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such *Automobile Liability Insurance* shall be as follows:

Bodily Injury and Property Damage Limits	\$1,000,000 Combined Single Limit
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D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein.

Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A *Certificate of Insurance* evidencing such insurance coverage shall be filed with the County Engineer by the time work on the building begins, and such insurance shall be subject to the approval of the LANCASTER COUNTY.

E. Minimum Scope of Insurance

All liability insurance policies shall be written on an "occurrence" basis only. All insurance coverages are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.

F. Certificate of Insurance

All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding sections A, B, C, D, and showing LANCASTER COUNTY is an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty (30) days notice of cancellation, non-renewal, or any material reduction of insurance coverage.

**SPECIAL PROVISIONS
FOR
CONSTRUCTION CONTRACTS
PURCHASING DIVISION
LANCASTER COUNTY, NEBRASKA**

1. CONTRACT DOCUMENTS

- 1.1 Copies of the plans, specification and contract documents may be obtained at the office of the Purchasing Agent.
- 1.2 Bidders are required to examine the same, and satisfy themselves that all requirements are fully understood.

2. PROJECT MANAGER

- 2.1 The definition of "Project Manager" as used in this Specification Document shall mean the Jim Plouzek, Co. Road Construction Engineer or by or through that person's duly authorized assistants.

3. SITE VISITATION

- 3.1 Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, the structures, obstacles which may be encountered and all other relevant matters concerning the work to be performed.
- 3.2 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed himself prior to bidding.
- 3.3 Bidders shall visit the site to inspect conditions under which the work will be performed..

4. ESCALATOR CLAUSE

- 4.1 An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown on the Proposal, in which case such higher price will be used for comparison of bids.

5. CONTRACT, BONDS AND INSURANCE

- 5.1 Within fourteen (14) calendar days after the award of bid, the successful bidder must execute a written contract between the bidder and the County, which contract will incorporate the County's specification documents, and be on contract forms provided by the County.
- 5.2 Also within such period, the successful bidder must furnish construction bonds, in a sum not less than the contract price executed by the bidder and by a corporate surety company authorized to transact business in the State of Nebraska. See sample bonds & commentary, attached.
- 5.3 Within such period, the successful bidder must furnish evidence of insurance in accordance with the attached "Insurance Clause to be Used for All County Contracts".

6. UNEMPLOYMENT COMPENSATION FUND

- 6.1 The contractor and his subcontractors must pay to the Unemployment Compensation Fund of the State of Nebraska, unemployment contributions and interest due

under the provisions of Section 48-601 through 48-669, Nebraska Reissue revised Statutes for 1943, on wages paid to individuals employed in the performance of the contract.

7. HEALTH AND SAFETY REGULATIONS

- 7.1 The contractor and his subcontractors shall in all respects comply with the terms and provisions of Sections 48-425 through 48-435, Nebraska Reissue Revised statutes of 1943, generally pertaining but not limited to scaffolding and flooring, and shall perform fully on behalf of the County such requirements as said sections may impose upon the County.
- 7.2 The Contractor and his subcontractors shall likewise comply and perform with respect to any and all other applicable health and safety regulations.

8. DELAYS

- 8.1 With written permission of the Project Manager, the completion date may be extended if unsuitable weather or any force majeure should halt progress during the construction period.

9. CLEAN UP

- 9.1 The Contractor shall be responsible for keeping the premises free of waste materials or rubbish resulting from his operations or the operations of his subcontractors.
- 9.2 The Contractor shall remove equipment, scaffolding and surplus materials from the premises when the need for keeping them on the job no longer exists.

10. INSPECTIONS

- 10.1 Inspections in general will be conducted by Project Manager.
- 10.2 The contractor shall be responsible for contracting City Building and Safety Department for inspections required by City Codes for this type of public improvement.

11. ACCESS AND PARKING

- 11.1 The Contractor shall park all vehicles in an area as designated by the Project Manager during construction.
- 11.2 Access to the construction site shall be gained as directed by the Project Manager.

12. PERMITS, FEES AND NOTICES

- 12.1 Contractors shall secure all permits, licenses and certificates of inspections and occupancy that may be required by the City of Lincoln.
- 12.2 Contractor will be required to pay for said permits, licenses and certificates for this project: [X] **YES** [] **NO**.

13. ERRORS AND OMISSIONS

- 13.1 If any errors or omissions are found in the drawings or specifications or other documents during construction, the Contractor shall notify the Project Manager of such error or omission, and request clarification before proceeding with the work.

14. TEMPORARY UTILITIES

- 14.1 The contractor shall be responsible for securing and setting up all needed temporary utilities.

15. PRE-CONSTRUCTION CONFERENCES

- 15.1 Prior to starting any work, the contractor shall meet with the Project Manager for clarification of construction procedures and work to be accomplished.
- 15.2 At this time the contractor shall present his planned work schedule together with estimated completion date.

16. PROGRESS SCHEDULE

- 16.1 The Contractor, immediately after being awarded the contract, shall prepare and submit for the Project Manager's approval an estimated progress schedule for the work.
- 16.2 The progress schedule shall be related to the entire project to the extent required by the Contract Documents.
- 16.3 This schedule shall indicate the dates for the starting and completion of the various states of construction and shall be revised as required by the conditions of the work, subject to the Project Manager's approval.

17. GUARANTEE

- 17.1 As a minimum requirement of the County, the contractor shall guarantee all materials and workmanship for a period of one (1) year following completion of the project.

18. NOTICE TO PROCEED

- 18.1 The Contractor shall not begin construction until receiving written "Notice to Proceed" from the Project Manager.

19. PURCHASING AGENT APPOINTMENT AND EXEMPT SALE CERTIFICATE

- 19.1 The Contractor performing work for Lancaster County will be issued a Purchasing Agent Appointment and Exempt Sale Certificate signed by the Purchasing Agent.
- 19.2 It is to be used by the Contractor and his Subcontractors when purchasing tangible personal property to be actually incorporated into the contract work.
- 19.3 It does not apply to either:
1. The purchase of materials to be used but not incorporated into the contract work, including but limited to, form lumber, scaffolding, etc., or
 2. The purchase or rental of machinery, equipment or tools owned or leased by the Contractor or his subcontractors and used in performing the contract.
- 19.4 The contractor may reproduce copies of the original of the aforesaid document to furnish to his or his subcontractor's suppliers on each invoice or order.

- 19.5 The Contractor (or Subcontractor for the subcontractor's suppliers) shall enter the supplier's name and address, the date, the invoice or order number, a description of the items, and the amount in the spaces provided and shall sign the certificate on the line provided for the "Purchaser's Agent".

20. LIQUIDATED DAMAGES

- 20.1 If the Contractor fails to complete the Contract prior to the completion date, considering approved extensions of time, liquidated damages will be charged for each working day that the work remains incomplete.
- 20.2 Working days shall be considered any day except Saturday, Sunday, or County authorized holidays, which the contractor is not prevented by weather, soil conditions, or other conditions beyond the contractor's control, as determined by the County Project Manager, from proceeding with work to complete the contracted project.
- 20.3 The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the County shall have the right to recover the difference from the Contractor or his Surety.
- 20.4 Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

BID AMOUNT: UP TO AND		LIQUIDATED DAMAGES
MORE THAN	INCLUDING	PER WORK DAY
\$ 0	\$ 100,000	\$ 100
100,000	500,000	200
500,000	1,000,000	300
1,000,000	AND UP	400

- 20.5 The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the County due to the delay in the completion of the project.

21. ASBESTOS

- 21.1 No materials whatsoever shall be utilized in the construction, reconstruction or remodeling which may contain asbestos as defined under Nebraska Asbestos Control Act, Article 71, Section 71-6301 through 71-6317 of the Revised State of Nebraska Code.
- 21.2 The removal of any asbestos containing material shall be in strict compliance with the said Nebraska Asbestos Control Act and appropriate Occupation Safety and Health Administration (OSHA) Regulations including but not limited to 29CFR, 1910-1200, 1926-58 and 1910-1001 and the Environmental Protection Agency, (EPA) NESHAPS Standard for Asbestos 40CFR 61 Subpart A and M covering emission standards, 42 USCA 7401-7642 - CLEAN AIR ACT, 40 CFR Part 763 Subpart G-Asbestos Abatement Projects, 40 CFR Part 763.120 Subpart G-Worker Protection Rule and such other local, state or federal applicable rules or regulations.

22. LAWS

- 22.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.